



PHILIP MORRIS

U. S. A.

120 PARK AVENUE, NEW YORK, N.Y. 10017-5592 TELEPHONE (212) 880-6000

May 15, 1995

Mr. Henry Cárdenas
Henry Cárdenas and Associates, Inc.
1254 North Wells Street
Chicago, Illinois 60610

Re: Agreement dated February 1, 1995

Dear Mr. Cárdenas:

In confirmation of our discussions and in accordance with paragraph 14(b) of the Agreement dated as of the 1st day of February 1995 (the "Agreement") between Philip Morris Incorporated ("Philip Morris") and Henry Cárdenas and Associates, Inc. ("Promoter"), Philip Morris and Promoter agree to amend the Agreement as follows.

Paragraphs 2, 3 and 4 of the Agreement are deleted and the following paragraphs 2,3 and 4 are substituted therefor.

2. Compensation.

For the services provided under this Agreement, Philip Morris will pay Promoter \$55,000. Philip Morris will pay Promoter \$10,000 within thirty days of complete execution of the Agreement and submission of an invoice; nine equal installments of \$3,950 upon submission of an invoice on the first day of each month beginning March 1995 and continuing through November 1995; and, a final payment of \$9,450 upon submission of an invoice, delivery of a final accounting and complete performance to the reasonable satisfaction of Philip Morris.

3. Talent Expenses.

Promoter will submit to Philip Morris for its advance approval a Talent Budget for each Concert no later than 30 days prior to the date of the Concert. Philip Morris will pay budget advances to Promoter in accordance with the Talent Budgets approved by Philip Morris. Total expenses are not to exceed the total of estimated expenses included in the Talent Budget approved by Philip Morris without the advance, written approval of Philip Morris. Total operating expenses for all Talent Budgets throughout the term of the Agreement may not exceed \$1,000,000 without the prior written approval of Philip Morris. Promoter will submit to Philip Morris itemized statements of expenses paid on a monthly basis and will submit receipts for expenses in excess of \$25.

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4. Business Expenses.

Philip Morris will reimburse Promoter for reasonable, competitively priced out-of-pocket business expenses ("Business Expenses") incurred in providing services under the Agreement, including travel, accommodations, meals and long distance telephone calls which will be reimbursed within thirty days of submission of an itemized invoice. Business Expenses expressly incorporated in a budget approved by Philip Morris are presumptively reasonable and competitive. All Business Expenses of \$25 or more must be submitted with receipts. All Business Expenses in excess of \$250 which are not included in a budget approved by Philip Morris must be approved in advance by Philip Morris. Total Business Expenses must not exceed \$65,000 throughout the term of the Agreement without the prior, written approval of Philip Morris.

Exhibit A to the Agreement is deleted and the attached, Revised Exhibit A is substituted therefor.

The remaining terms and conditions of the Agreement will remain in full force and effect.

If you agree with and consent to the foregoing, please sign the original and one copy of this letter. The remaining copy is yours.

Sincerely,

Wm
PHILIP MORRIS INCORPORATED

By: 

ACCEPTED AND AGREED AS OF
THE DATE OF THIS LETTER:

HENRY CÁRDENAS AND ASSOCIATES, INC.

By: 

Henry Cárdenas

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REVISED EXHIBIT A

1995 MARLBORO MUSIC HISPANIC CONCERT TOUR

<u>EVENT</u>	<u>LOCATION</u>	<u>SHOW DATE</u>
Calle Ocho	Miami, FL	March 12, 1995
Fiesta Broadway	Los Angeles, CA	April 30, 1995
116th Street Festival	New York, NY	June 10, 1995
San Diego Naval Station	San Diego, CA	July 23, 1995
Corpus Christi Naval Station	Corpus Christi, TX	August 6, 1995
Fort Bliss Army Base	El Paso, TX	August 13, 1995
Colorado State Fair	Pueblo, CO	September 3, 1995
LA County Fair	Los Angeles, CA	September 10, 1995
Raices Festival	Orlando, FL	October 15, 1995
Arizona State Fair	Phoenix, AZ	October 22, 1995

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